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DEPLOYMENT PROGRAM**

(SHORT FORM)

No. 1x-C0xxxx

NATIONAL TECHNOLOGY & ENGINEERING SOLUTIONS OF NTESS, LLC

and

LICENSEE

This License is between National Technology & Engineering Solutions of Sandia, LLC (“NTESS”), manager and operator of Sandia National Laboratories (“SNL”) for the United States Department of Energy (hereinafter “DOE”) under contract DE NA0003525, a Delaware corporation whose principal place of business is located in Albuquerque, New Mexico, and _____ (“Licensee”), organized under the laws of the State of _____ having a principal place of business located at _____ and is effective as of the date of the last signature below (“Effective Date”).

Background:

- The National Competitiveness Technology Transfer Act; the Stevenson-Wydler Technology Innovation Act, as amended by the Federal Technology Transfer Act; Patent Act and other relevant legislation, as directed by Congress, ensure the full use of the results of the Nation’s Federal Investment in research and development. To this end the Federal Government has authorized NTESS to transfer federally originated technology to State and local governments and to the private sector through licensing.
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- Effective March 13, 2020, the President of the United States has declared a national emergency relating to the coronavirus global pandemic. NTESS is entering into this license in part to speed the transition of medically and economically important technology into the hands of United States industry under the Sandia Rapid Technology Deployment Program.
- Licensee desires participate in the Sandia Rapid Technology Deployment Program, and to utilize NTESS patent rights and/or NTESS's non-public information contained in NTESS's patent applications in conducting research for design and development to bring the underlying NTESS invention(s) to practical application to create an innovative product or service that will help lessen the human and economic toll created by the coronavirus pandemic

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- 6.2. The DOE may require NTESS to report on the utilization or the effect of using LICENSED PRODUCT in the commercial marketplace. In this regard, Licensee agrees to reasonably cooperate with and assist NTESS in making all such reports.

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- 7.1. The licenses granted to Licensee herein shall continue as set forth in Exhibit C of this License until the first to occur of: 1) December 31, 2020 (“License Expiration Date”), 2) all of NTESS PATENT APPLICATIONS are abandoned, if any, or 3) the last to expire of the NTESS PATENTS, unless earlier terminated as specified herein.
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- 7.2.2. Licensee commits any material breach of this License including but not limited to a breach of representation or warranty and if such breach does not contain an express cure period, Licensee fails to remedy or cure the breach within thirty (30) days after Licensee’s receipt of a written notice of such breach.
- 7.3. Any such termination pursuant to Article 7.2 will become effective immediately after the cure period has expired, unless otherwise provided in writing and signed by NTESS.
- 7.4. Survival of Accrued Obligations. Termination of Licensee’s license under this License for any reason shall not relieve Licensee of any obligation or liability accrued either before or after the termination.
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- 7.7. Licensee may negotiate for additional license term to extend the License Expiration Date past December 31, 2020, provided however that such a negotiation may include the addition of royalties, fees, and other commercial terms to be negotiated by NTESS and Licensee in good faith.

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- 11.1. Licensee shall abide by the applicable export control laws and regulations of the United States Department of Commerce, the United States Department of State and other GOVERNMENT regulations relating to the export of technology relating to LICENSED PRODUCT. Failure to obtain an export control license or other authority from the GOVERNMENT may result in criminal liability under U.S. laws.

12. Controlling Law

- 12.1. This License is made in Albuquerque, New Mexico, U.S.A., and shall be governed by and construed in accordance with the procedural and substantive laws of the State of Delaware except as these would require the application of the laws of another jurisdiction. The PARTIES agree to the exclusive jurisdiction of the courts of New Mexico or the United States District Court of New Mexico.
- 12.2. The Parties agree to attempt informal resolution of any disputes arising out of or relating to this License, within a reasonable period of time and in a fair and equitable manner, taking into consideration any laws, statutes, rules, regulations or guidelines to which the involved Parties are subject.

13. Severability

- 13.1. In the event that any one or more of the provisions contained in this License shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions of this License.

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IN CONSIDERATION OF THE FOREGOING TERMS AND CONDITIONS, Licensee and NTESS have caused this License to be executed in duplicate by their duly authorized representatives.

NATIONAL TECHNOLOGY & ENGINEERING SOLUTIONS OF SANDIA, LLC:

By: _____
Mary Monson
Title: Senior Manager, Technology Partnerships
Date: _____

LICENSEE Name:

By: _____
Title: _____
Date: _____

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EXHIBIT A

Definitions:

1. “GOVERNMENT” means the government of the United States of America and agencies thereof.
2. “LICENSED PRODUCT” means any process, machine, article of manufacture, or composition of matter designed, manufactured, imported, used and/or sold by Licensee that if unlicensed would infringe one or more claims of NTESS PATENTS or fall within the scope of one or more claims of NTESS PATENT APPLICATIONS.
3. “PARTY” means NTESS or Licensee or, collectively, as “PARTIES” to this License.
4. “REPORTING PERIOD A” means the period from January 1st through June 30th with the certified statement being due on July 31st of the same calendar year.
5. “REPORTING PERIOD B” means the period from July 1st through December 31st with the certified statement being due on January 31st of the calendar year immediately following REPORTING PERIOD B.
6. “NTESS PATENTS” means the patents referenced and described in Exhibit B of this License, and any divisional, continuation, re-examination, or re-issue thereof including any patents that issue from NTESS PATENT APPLICATIONS listed in Exhibit B in the United States or any foreign country.
7. “NTESS PATENT APPLICATIONS” means the patent applications referenced and described in Exhibit B and any divisional, continuation, re-examination, or re-issue thereof.

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EXHIBIT B

NTESS Patents

[list issued patents to be included in license using this format: U.S. Patent No. X,XXX,XXX, *Title of Patent in Italics*, issued on Month Date, Year (SD# XXXXX.X)]

NTESS Patent Applications

[list patent applications to be included in license using this format: U.S. Patent Application No. XX/XXX,XXX, *Title of Application in Italics*, filed on Month, Date, Year (SD# XXXXX.X)]

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EXHIBIT C

[Reserved]

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EXHIBIT D

Performance Milestones

[Reserved]

EXHIBIT E

Notices

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1. Statements and Notices to NTESS:

Sandia National Laboratories

Attention: Licensing Agreements Administrator, Org. 1982

Ref: License #1_-----.

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Albuquerque, NM 87185-0114

Telephone: 505-844-5445 Facsimile: 505-844-8011

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